

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

FILED-CLERK
U.S. DISTRICT COURT
2011 DEC 20 PM 2:09
TEXAS-EASTERN

David E. Mack
Plaintiff

vs

BRONSON & MIGLIACCIO, LLP
Defendant

Case No

4:11cv830

Judge

Schell/Bush

TRIAL BY JURY DEMANDED

ORIGINAL COMPLAINT FOR VIOLATIONS OF THE FCRA

JURISDICTION

1. This court has jurisdiction under 15 U.S.C. §1681p and 28 U.S.C §1331.
2. All conditions precedent to the bringing of this action have been performed.

PARTIES

3. The Plaintiff in this lawsuit is David E. Mack, a natural person, who resides in Collin County, Texas.
4. The Defendant in this lawsuit is BRONSON & MIGLIACCIO, LLP an unknown entity with offices at 200 Fletcher Ave. 5th Floor, Fort Lee, NJ 07407

VENUE

5. The occurrences which give rise to this action occurred in Collin County, Texas and Plaintiff resides in Collin County, Texas.
6. Venue is proper in the Eastern District of Texas Sherman Division.

GENERAL ALLEGATIONS

7. Plaintiff pulled his consumer credit reports from the three major credit reporting agencies and found entries by entities that he was unfamiliar with in the reports.
8. Plaintiff determined that his consumer credit report had been pulled on various occasions by various entities he did not recognize and without his consent.
9. Plaintiff found after examination of his TransUnion consumer credit report that Defendant BRONSON & MIGLIACCIO, LLP had pulled Plaintiff's TransUnion consumer credit report on March 3, 2009.
10. Discovery of violations brought forth herein occurred in May 2011 and are within the statute of limitations as defined in FCRA, 15 U.S.C. § 1681p.

COUNT I

VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681
WILLFUL NON-COMPLIANCE BY DEFENDANT
BRONSON & MIGLIACCIO, LLP

11. Paragraphs 1 through 10 are realleged as though fully set forth herein.
12. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
13. TransUnion is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
14. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).
15. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.

16. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
17. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant BRONSON & MIGLIACCIO LLP.
18. At no time did Plaintiff give his consent for Defendant BRONSON & MIGLIACCIO, LLP to acquire his consumer credit report from any credit reporting agency.
19. On March 3, 2009 Defendant BRONSON & MIGLIACCIO, LLP obtained the TransUnion consumer credit report for the Plaintiff with no permissible purpose in violation of FCRA, 15 U.S.C. § 1681b.
20. The action of Defendant BRONSON & MIGLIACCIO, LLP obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of FCRA, 15 U.S.C. § 1681b and an egregious violation of Plaintiff's right to privacy.

WHEREFORE, Plaintiff demands judgment for damages against Defendant, BRONSON & MIGLIACCIO, LLP, for statutory damages of \$1000.00, attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT II

VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681
NEGLIGENT NON-COMPLIANCE BY DEFENDANT
BRONSON & MIGLIACCIO, LLP

21. Paragraphs 1 through 10 are realleged as though fully set forth herein.
22. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
23. TransUnion is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. § 1681a(f).
24. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).
25. The FCRA, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report.
25. Defendant obtained Plaintiff's TransUnion consumer credit report negligently on March 3, 2009 with no permissible purpose under FCRA, 15 U.S.C. § 1681b and thereby damaged Plaintiff by causing Plaintiff's credit score to decline resulting in Plaintiff having to pay higher auto insurance premiums.

WHEREFORE, Plaintiff demands judgment for damages against Defendant BRONSON & MIGLIACCIO, LLP for statutory damages, actual damages, attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: December 20, 2011

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "David E. Mack", written over a horizontal line.

David E. Mack
7720 McCallum Blvd. #2099
Dallas, Texas 75252
972-735-9642

Service to:

BRONSON & MIGLIACCIO, LLP
200 Fletcher Ave. 5th Floor
Fort Lee, NJ 07407